

Denny Wayne Robinson  
County Executive

Heather Grissom  
Executive Assistant



**WHITE COUNTY, TENNESSEE**  
Office of County Executive

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***Public Notice of Regular Call Meeting of the Board Of County  
Commissioners of White County***

Notice is hereby given to all county commissioners, all residents of White County, Tennessee, and to all persons interested that an open, regular meeting of the Board of County Commissioners of White County will be held on Monday, June 20<sup>th</sup>, 2016 at 6:00 P.M. in the large courtroom, 3<sup>rd</sup> floor of the White County Courthouse in Sparta, Tennessee.

**Agenda**

1. Call to order by Chairman Alley
2. Prayer
3. Pledge
4. Roll Call
5. Approve minutes from the May 16<sup>th</sup>, 2016 meeting
6. Approve minutes from the Special Called June 1<sup>st</sup>, 2016 meeting
7. Grand Jury Report
8. Res 46-06-2016 Director of Schools Bond
9. Res 47-06-2016 EMS Medical Director Contract
10. Report of Steering Committee A
11. Report of Steering Committee B
  - A) Res 48-06-2016 Cooperative Purchase Agreements

12. Report of Solid Waste Committee

13. Report of Budget Committee

A) Res 49-06-2016 To Amend FY 2016 Highway/Public Works Fund

B) Res 50-06-2016 To Amend FY 2016 Solid Waste Disposal Fund

C) Res 51-06-2016 To Amend FY 2016 Courthouse and Jail  
Maintenance Fund

D) Res 52-06-2016 To Amend FY 2016 General Fund

E) Res 53-06-2016 To Amend FY 2016 General Fund

F) Res 54-06-2016 To Amend FY 2016 General Purpose School Fund

G) Res 55-06-2016 To Amend FY 2016 Central Cafeteria Fund

14. Report of Purchasing Committee

15. Report of the Beer Board

16. Report of the Industrial Development Board

17. Spread on minutes; all committee reports

18. Notaries

19. Recognition of Members from Audience

20. Old Business

21. New Business

22. Adjournment

JUNE 20, 2016

BE IT REMEMBERED THAT THE WHITE COUNTY LEGISLATIVE BODY met in regular session at the White County Courthouse in Sparta, Tennessee on June 20, 2016 at 6:00 p.m.

Present and presiding the Hon. Terry Alley, Chairman, Denny Wayne Robinson, County Executive, and Connie Jolley, Clerk, with the following Commissioners present: Harold England, Dale Bennett, Russell Gooch, Mack Johnson, Diana Haston, Bruce Frasier, B K Luna, Karen LaFever, Bruce Null, Stanley Neal. Absent: Cain Rogers, David Copeland, Matt McBride

A quorum being present the following proceedings were held.

Motion was made by Commissioner Russell Gooch and seconded by Commissioner Stanley Neal to approve the minutes from the May 16, 2016 meeting as presented. Chairman Alley called for a voice vote, all members in favor of said motion.

Motion was made by Commissioner Karen LaFever and seconded by Commissioner Bruce Null to approve the minutes from the Special Called June 1, 2016 meeting as presented. Chairman Alley called for a voice vote, all members in favor of said motion.

Motion was made by Commissioner Diana Haston and seconded by Commissioner Stanley Neal to approve the Grand Jury Report as presented. Chairman Alley called for a voice vote, all members in favor of said motion.

Motion was made by Commissioner Russell Gooch and seconded by Commissioner Stanley Neal to approve resolution 46-06-2016, Director of Schools Bond. Upon the roll being called the following voted.

YES  
TERRY ALLEY  
HAROLD ENGLAND  
DALE BENNETT  
RUSSELL GOOCH  
MACK JOHNSON  
DIANA HASTON  
BRUCE FRASIER  
B K LUNA  
KAREN LAFEVER  
BRUCE NULL  
STANLEY NEAL

NO

ABSENT  
CAIN ROGERS  
DAVID COPELAND  
MATT MCBRIDE

*George T. Elrod*  
114 South Main Street • P.O. Box 551  
Sparta, Tennessee 38583  
Phone 931/836-8414 • Fax 931/836-3386

FILED

MAY 12 2016

TIME 3:30 PM  
BEVERLY F. JOLLEY  
CIRCUIT COURT CLERK

IN THE CRIMINAL COURT OF WHITE COUNTY, TENNESSEE

MAY 2016 TERM

COMES NOW THE GRAND JURY IN AND FOR SAID COUNTY AND  
STATE DULY APPOINTED AND CONSTITUTED AND SUBMITS THIS, ITS  
REPORT AT THE MAY, 2016 TERM OF COURT.

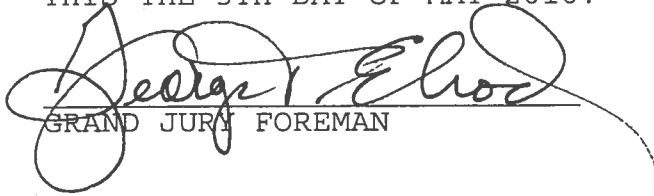
1. WE HAVE INSPECTED SOME COUNTY AND PUBLIC OFFICES  
AND FIND SAME TO BE IN GOOD STATE OF REPAIR, REASONABLY  
WELL MAINTAINED AND IN GOOD ORDER.

OUR INSPECTION AT THE JUSTICE CENTER NOTED THAT  
THE BUILDING IS MAINTAINED IN A REASONABLY GOOD ORDER.  
MANY IMPROVEMENTS HAVE BEEN MADE WITH THE KITCHEN,  
CAMERAS AND HEATING & COOLING UNITS.

OUR INSPECTION NOTED THAT THE WORK AREA AND STORAGE  
AREA OF THE OFFICES OF THE THE CIRCUIT COURT CLERK IS TOO  
SMALL FOR THE VOLUME OF WORK THAT THIS OFFICE PROCESS.

2. WE INSPECTED THE BONDS FOR THE COUNTY AND FOUND THEM  
TO BE IN ORDER.

THIS THE 5TH DAY OF MAY 2016.

  
GRAND JURY FOREMAN

APPROVED FOR ENTRY:

STATE OF TENNESSEE  
THIRTEENTH JUDICIAL DISTRICT

DISTRICT ATTORNEY GENERAL



## WHITE COUNTY, TENNESSEE

### Resolution 46-06-2016 Director of Schools Bond

**WHEREAS**, certain officials and employees of White County are required to be bonded in specific amounts by State law and that these bonds be approved by the County Commission.

**NOW THEREFORE BE IT RESOLVED**, by the Board of Commissioners for White County, Tennessee, as follows:

That the following bond be approved and registered with the Register of Deeds.

Name	Amount	Expiration Date
Kurt Dronebarger	\$100,000.00	June 1 <sup>st</sup> , 2019

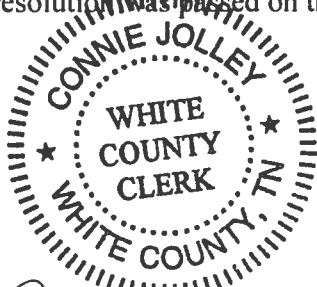
Motion made by Russell Gooch and seconded by Stanley Neal that the above resolution be adopted.

On roll call, the vote was recorded as follows:

AYES 11

NAYS 0

The above resolution ~~was passed~~ on the 20<sup>th</sup> day of June, 2016.



ATTEST:

Connie Jolley  
Connie Jolley, County Clerk

Terry Alley  
Terry Alley, Chairman,  
County Legislative Body

Approved the 20<sup>th</sup> day of June, 2016.

Denny Wayne Robinson  
Denny Wayne Robinson, County Executive



SURETY'S BOND NO 66223543

STATE OF TENNESSEE  
COUNTY OF WHITE  
OFFICIAL STATUTORY BOND  
FOR  
COUNTY PUBLIC OFFICIALS  
OFFICE OF DIRECTOR / SUPERINTENDENT OF SCHOOLS

KNOW ALL MEN BY THESE PRESENTS:

That KURT J DRONEBARGER of SPARTA (City or Town),  
County of WHITE Tennessee, as Principal, and Auto-Owners (Mutual) Insurance Company  
as Surety, are held and firmly bound unto THE STATE OF TENNESSEE in the full amount of  
ONEHUNDRED THOUSAND DOLLARS & NO Dollars (\$ \$100,000.00) lawful money of the  
United States of America for the full and prompt payment whereof we bind ourselves, our representatives, successors and assigns,  
each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly ✓ elected ✓ appointed to the office of DIRECTOR / SUPERINTENDENT OF SCHOOLS of and  
for WHITE County for the 3 year term beginning on the 1st day of JUNE, 2 016 and ending on  
the 1ST day of JUNE, 2 019.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH:

- That if the said KURT J DRONEBARGER, Principal, shall:
1. Faithfully perform the duties of the office of DIRECTOR / SUPERINTENDENT OF SCHOOLS of WHITE  
County during such person's term of office or his continuance therein; and,
  2. Pay over to the persons authorized by law to receive them, all moneys, properties, or things of value that may come into such  
Principal's hands during such Principal's term of office or continuance therein without fraud or delay, and shall faithfully and  
safely keep all records required in such Principal's official capacity, and at the expiration of the term, or in case of resignation  
or removal from office, shall turn over to the successor all records and property which have come into such Principal's hands,  
then this obligation shall be null and void; otherwise to remain in full force and effect.

WITNESS our hands and seals this 16TH day of MAY, 2 016.

WITNESS - ATTEST:

John W Cheek

PRINCIPAL:

Kurt J Dronebarger  
KURT J DRONEBARGER

COUNTERSIGNED BY:

John W Cheek  
Tennessee Resident Agent

SURETY:

by: John W Cheek  
JOHN W CHEEK  
Attorney-in-Fact  
(Attach evidence of authority to execute bond)

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF TENNESSEE  
COUNTY OF white

Before me, a Notary Public, of the State and County aforesaid, personally appeared Kurt J Dronebarger,  
to me known (or proved to me on the basis of satisfactory evidence) to be the individual described in the foregoing bond as  
Principal, and who, upon oath acknowledged that such individual executed the foregoing bond as such individual's free act  
and deed.

Witness my hand and seal this 16th day of May, 2016.

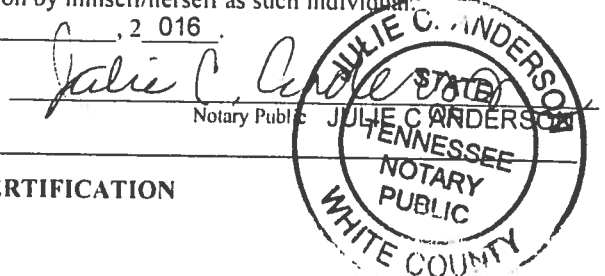
My Commission Expires: March 24th, 2020.

John W Cheek  
JOHN W CHEEK  
NOTARY PUBLIC  
WHITE COUNTY (over)

ACKNOWLEDGEMENT OF SURETY

STATE OF TENNESSEE  
COUNTY OF WHITE

Before me, a Notary Public, of the State and County aforesaid, personally appeared JOHN W CHEEK with whom I am personally acquainted and, who, upon oath, acknowledged himself/herself to be the individual who executed the foregoing bond on behalf of Auto-Owners (Mutual) Insurance Company, the within named Surety, a corporation duly licensed to do business in the State of Tennessee, and that he/she as such individual being authorized so to do, executed the foregoing bond on behalf of the Surety, by signing the name of the corporation by himself/herself as such individual.  
Witness my hand and seal this 16TH day of MAY, 2 016.  
My Commission Expires: MARCH 24TH, 2 020.



APPROVAL AND CERTIFICATION

SECTION I. (Applicable to all County Officials except Clerks of all Courts)

Bond and Sureties approved by Denny Whyne Robinson, County Executive/Mayor of White County, on this 20th day of June, 2 016.

Signed:

[Signature]  
County Executive/Mayor

CERTIFICATION:

I, Connie Jolley, County Clerk of White County, hereby certify that the foregoing bond was approved by the Legislative Body of said county, in open session on the 20 day of June, 2 016, and entered upon the minutes thereof.

Signed:

Connie Jolley  
County Clerk

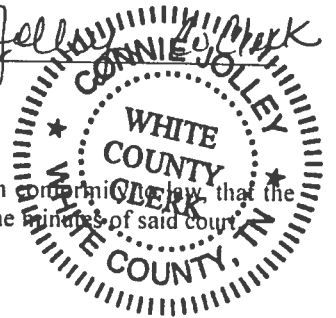
SECTION II. (Applicable to all Clerks of all Courts)

CERTIFICATION:

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity with law, that the sureties on the same are good and worth the penalty thereof and that the same has been entered upon the minutes of said court.

Signed:

Judge of the \_\_\_\_\_ Court of and for said County on  
this \_\_\_\_\_ day of \_\_\_\_\_, 2 \_\_\_\_\_



SECTION III. (Applicable to all County Officials' Bonds)

FOR USE BY REGISTER OF DEEDS

SECTION IV. (Applicable to all County Officials Bonds)

ENDORSEMENT:

Filed with the Office of the County Clerk, County of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2 \_\_\_\_\_

Signed:

\_\_\_\_\_  
County Clerk

Form Prescribed by the Comptroller of the Treasury, State of Tennessee  
Form Approved by the Attorney General, State of Tennessee

DATE AND ATTACH TO ORIGINAL BOND  
AUTO-OWNERS (MUTUAL) INSURANCE COMPANY  
LANSING, MICHIGAN  
POWER OF ATTORNEY

NO. 66223543

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint JOHN W CHEEK

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 2nd day of January, 2014.

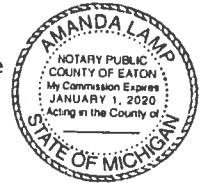


Kenneth R. Schroeder

Senior Vice President

STATE OF MICHIGAN } ss.  
COUNTY OF EATON }

On this 2nd day of January, 2014, before me personally came Kenneth R. Schroeder, to me known, who being duly sworn, did depose and say that they are Kenneth R. Schroeder, Senior Vice President of AUTO-OWNERS (MUTUAL) INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.



My commission expires January 1st, 2020



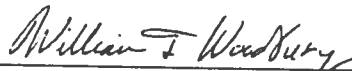
Amanda Lamp

Notary Public

STATE OF MICHIGAN } ss.  
COUNTY OF EATON }

I, the undersigned Senior Vice President, Secretary and General Counsel of AUTO-OWNERS (MUTUAL) INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth are now in force.

Signed and sealed at Lansing, Michigan. Dated this 12th day of May, 2016



William F. Woodbury, Senior Vice President, Secretary and General Counsel



Motion was made by Commissioner Diana Haston and seconded by Commissioner Harold England to approve resolution 47-06-2016, EMS Medical Director Contract. Upon the roll being called the following voted.

YES	NO	ABSENT
DIANA HASTON		MATT MCBRIDE
BRUCE FRASIER		CAIN ROGERS
B K LUNA		DAVID COPELAND
KAREN LAFEVER		
BRUCE NULL		
STANLEY NEAL		
TERRY ALLEY		
HAROLD ENGLAND		
DALE BENNETT		
RUSSELL GOOCH		
MACK JOHNSON		

Report of Steering Committee A given by Commissioner Stanley Neal

Report of Steering Committee B given by Commissioner Russell Gooch

Motion was made by Commissioner Russell Gooch and seconded by Commissioner Stanley Neal to approve resolution 48-06-2016, Cooperative Purchase Agreements. Upon the roll being called the following voted.

YES	NO	ABSENT
TERRY ALLEY		CAIN ROGERS
HAROLD ENGLAND		DAVID COPELAND
DALE BENNETT		MATT MCBRIDE
RUSSELL GOOCH		
MACK JOHNSON		
DIANA HASTON		
BRUCE FRASIER		
B K LUNA		
KAREN LAFEVER		
BRUCE NULL		
STANLEY NEAL		

Report of Solid Waste Committee given by Commissioner Karen LaFever

Report of Budget Committee given by Commissioner Bruce Null



## WHITE COUNTY, TENNESSEE

### **RESOLUTION 47-06-2016 AUTHORIZING CONTRACT BETWEEN WHITE COUNTY AND CHET M. GENTRY, MD TO SECURE SERVICES OF MEDICAL DIRECTOR FOR WHITE COUNTY EMS for 2016-2017**

**WHEREAS**, the existing contract/agreement between White County and the Medical Director of the White County EMS will expire on June 30, 2016; and

**WHEREAS**, the White County EMS is in need of the services of a qualified physician to continue serving as the Medical Director for the 2016-2017 fiscal year; and

**WHEREAS**, the terms and conditions of current Medical Director Chet M. Gentry, M.D. have been negotiated and updated that would allow Chet M. Gentry to continue serving as the Medical Director of the White County EMS; and

**WHEREAS**, the Governing Body of the White County Commission has deemed it in the best interests of the Citizens of White County that the County enter into the updated agreement with Chet M. Gentry, M.D. to continue serving as the Medical Director of the White County EMS.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the White County Commission that the White County Executive shall be authorized to execute the White County EMS/Medical Director Agreement as proposed to the County Commission.

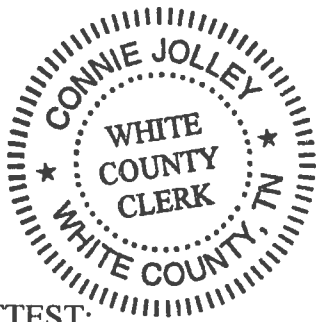
Motion made by Diana Haston and seconded by Harold England  
that the above resolution be adopted.

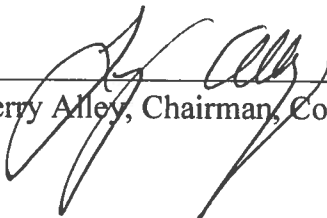
On roll call, the vote was recorded as follows:

AYES 11

NAYS 0

The above resolution was passed on the 20th day of June, 2016.

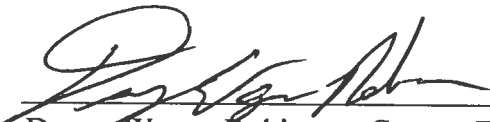


  
Terry Alley, Chairman, County Legislative

Body ATTEST:

  
Connie Jolley, County Clerk

Approved the 20th day of June, 2016

  
Denny Wayne Robinson, County Executive

## WHITE COUNTY EMS/MEDICAL DIRECTOR AGREEMENT

THIS MEDICAL DIRECTOR SERVICES AGREEMENT ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between White County, Tennessee, a political subdivision of the State of Tennessee acting through its governing body, the Board of Commissioners for White County, Tennessee, herein referred to as "COUNTY" and Chet M. Gentry, M.D. herein referred to as "Physician."

### WITNESSETH:

WHEREAS, the County seeks to secure the professional services of a qualified and licensed Physician/Medical Doctor to serve as the Medical Director of the White County Emergency Medical Services Department herein referred to as "EMS", and

WHEREAS, Chet M. Gentry, M.D. desires to serve as the Medical Director for White County EMS,

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree as follows:

### ARTICLE I

#### PROFESSIONAL SERVICES AGREEMENT

*Independent Contractor and Qualifications.* The COUNTY hereby offers to contract with Physician to serve as an independent contractor with County to become the Medical Director for the White County EMS and Physician hereby agrees to contract with the COUNTY upon and subject to the terms and conditions set forth herein to render professional services as the Medical Director for White County EMS. As a condition of serving as the Medical Director of the White County EMS and at all times during the duration of this Agreement Physician shall be licensed to practice medicine in the State of Tennessee.

### ARTICLE II

#### DUTIES OF MEDICAL DIRECTOR

**SECTION 2.1 Duties & Extent of Services.** Physician, while serving as the Medical Director of White County Emergency Medical System, shall have the following duties and responsibilities, to be carried out in accordance with the Tennessee Code and other applicable State and/or Federal laws or regulations, and in cooperation with the Administrative Director for White County and the State Medical Director:

- 1) Quality Assurance of Patient Care. The Medical Director will serve as an advisor in the following:
  - A) Development of protocols and standing orders.
  - B) Assurance of level of training and maintenance of skills and education of EMS personnel.
  - C) Approval and development of policies and procedures.
  - D) Approval of medications and techniques permitted for field use by service personnel in accordance with regulations of the department.
  - E) Quality assurance of field performance as may be provided by direct observation, field instructions, in-service training, or other means including, but not limited to:
    - i. Ambulance Run Report Review;
    - ii. Review of field communication tapes if available;
    - iii. Post-run interviews and case conferences;
    - iv. Critiques of simulated or actual patient presentations; and
    - v. Investigation of complaints or incident reports.
- 2) The Medical Director shall serve as medical authority for the ambulance service, to perform liaison with the medical community, medical facilities, and governmental entities. In conjunction with this function:
  - A) The Medical Director will be notified of all employee meetings with the opportunity to attend meetings as deemed necessary.
  - B) The Medical Director may, in conjunction with the Administrative Director, call meetings as deemed necessary.
  - C) The Medical Director will be notified of all governmental meeting activities, or court hearings involving or affecting the White County Emergency Medical Services in order to take action or make recommendations as deemed necessary.
- 3) The Medical Director will have disciplinary authority sufficient to oversee quality control by means including but not limited to:
  - A) Final approval in the selection of new EMS employees with the right to interview and make recommendations.
  - B) Required reporting of all breaches in quality of medical care, policies and procedures, or professional conduct, whether real or perceived, for the purposes of review.
  - C) In the event of breaches described in item 3(B), above, the Medical Director will work in conjunction with the administrative director to make recommendations including, but not limited to, remediation, probation, suspension, or termination of said employee(s).

**SECTION 2.2**    *Licensing Requirements:* During the term of this agreement, Physician will maintain an unrestricted license to practice medicine in the State of Tennessee, as well as an unrestricted narcotics number. Physician shall maintain appropriate credentials throughout the term of this Agreement.

**SECTION 2.3** Policies and Procedures: Physician shall observe and comply with all written policies and procedures of the EMS as adopted and amended from time to time with respect to Physicians' obligations, and/or other applicable regulations.

**SECTION 2.4** Professional Liability Insurance: During the term of this contract the Physician shall be responsible for maintaining adequate medical malpractice insurance of not less than one million (\$1,000,000.00) dollars for each individual claim and three million (\$3,000,000.00) dollars for multiple claims.

**SECTION 2.5** Indemnification of County: Notwithstanding the foregoing, Physician agrees to indemnify White County, White County EMS, and all officers and employers of White County or White County EMS from any and all claims and alleged damages of any nature whatsoever that may arise during the term of this contract by reason of the Physician's negligence, gross negligence, breach of standard of care, health care liability, reckless acts, intentional acts, malfeasance, or any other such acts or omissions that may constitute grounds for liability. Physician shall not, however, be responsible for claims arising from the actions or inactions of such other third parties not acting under and pursuant to the directions of the Physician.

**SECTION 2.6** Required Disclosures: Physician shall notify COUNTY in writing within two (2) days after any of the following events occur:

- i. Physician's license to practice medicine in the State of Tennessee is suspended, revoked, terminated, or made subject to terms of probation or other restriction;
- ii. Physician becomes the subject of an investigation by or disciplinary proceeding/action before the Tennessee State Board of Medical Examiners or other state agency;
- iii. Physician's drug enforcement agency number is revoked or terminated;
- iv. The occurrence of any event that substantially interrupts all or a portion of Physician's professional practice.

### ARTICLE III

#### COMPENSATION

**SECTION 3.1** The County shall pay the Physician a monthly retainer fee one hundred fifty (\$150.00) dollars as compensation to insure the Physician's availability to extend the services provided under this contract. Said retainer shall also be compensation to Physician for the initial one (1) hour of services provided per month, usually in the form of the Special Care Committee meeting. For all additional time expended by the Physician, Subject to the provisions hereinafter stated, the County shall pay a rate of one

hundred fifty (\$150.00) dollars per hour. Further the County shall compensate the Physician at the rate of twelve dollars and 75/100 (\$12.75) dollars per hour for such secretarial services as he may utilize in the performance of his duties under this agreement. The Physician shall submit to the County Executive's Office an itemized monthly statement of all time and services rendered in this regard. The County shall tender compensation each month within thirty (30) days from the Physician's monthly billing. The Physician agrees that he shall, prior to performing services that exceed ten (10) hours any particular month, obtain the express permission of the EMS Director, before rendering such services. Further, in the event that it is necessary for the Physician to expend more than fifteen (15) hours in particular month, he shall obtain the express written consent of the County Executive prior to rendering such services. Absent proper consent being rendered by the County for services in excess of ten (10) hours per month, the Physician shall receive no compensation for any additional time beyond the base ten-hour period. Furthermore, the Physician shall obtain express consent of the County Executive prior to providing services, including secretarial assistance that would result in a monthly statement in excess of seven hundred (\$700.00) dollars.

#### ARTICLE IV

##### SUBSTITUTION UPON ABSENCE OF PHYSICIAN

**SECTION 4.1** In the event that the Physician is temporarily absent and/or unable to perform the requirements of this contract during extraordinary situations, the County or its designated officer shall consult with the White County Medical Society to recommend and provide, subject to the approval of the County Executive, a suitable, competent, and temporary replacement for the Physician.

#### ARTICLE V

##### REIMBURSEMENT OF EXPENSES

**SECTION 5.1** The County shall reimburse the Physician for the cost of reference materials, conferences, and secretarial services as are reasonable and necessary for the proper performance of his duties under this employment agreement, however, any monthly expenditures that shall exceed the total sum of one hundred (\$100.00) dollars, will require the express approval of the County Executive for White County. Any reference materials purchased in this manner shall remain the exclusive property of White County.

#### ARTICLE VI

##### TERM AND TERMINATION

**SECTION 6.1 *Term:*** This agreement shall commence July 1, 2016, and shall extend through June 30, 2017. At the expiration date, this agreement shall be terminated unless extended by mutual agreement by the parties in writing.

**SECTION 6.2 *Termination by the COUNTY.*** The COUNTY may, at its option, terminate this Agreement immediately by written notice to Physician (such termination to be effective upon Physician's receipt of such notice) given by the COUNTY within thirty (30) days after the COUNTY learns of the occurrence of any of the following events:

- i. the denial, suspension, revocation, termination, restriction, or voluntary relinquishment of the professional license of Physician;
- ii. the inability of Physician (as determined by the COUNTY) to perform his contractual obligations hereunder for any reason;
- iii. the termination or revocation of Physician's drug enforcement agency number;
- iv. the failure of Physician to provide timely notice of any required disclosures pursuant to this agreement;
- v. the failure of the Physician to fulfill his responsibilities according to the terms required by this Agreement.
- v. a determination by any applicable professional board or other licensing agency/authority that Physician has engaged in any conduct which is unethical under the rules of either the American Medical Association or the Tennessee State Medical Association; or
- vi. upon the death of Physician.

**SECTION 6.3 *Termination without cause.*** Either party may terminate this agreement at any time during the term without cause, by giving sixty (60) days written notice to the other party.

## ARTICLE VII

### GENERAL PROVISIONS

**SECTION 7.1 *Files and Records.*** During the entire term of this Agreement, Physician shall keep and maintain complete and accurate files and records as may be necessary. Physician acknowledges and agrees that all such files and records, whether prepared by Physician or any employee of EMS, are the property of COUNTY, and shall, upon termination of this contract for whatever reason, remain the property of COUNTY.



All of such files and records shall, upon such termination of this contract remain the property of COUNTY. Following the termination of this Agreement, the COUNTY shall allow Physician access to said records as Physician may reasonably request to enable Physician to defend against medical malpractice claims and for other legal purposes.

**SECTION 7.2 Assignment.** Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Physician; provided, however, that the parties understand and agree that Physician may in the ordinary course of practice, consult, refer to, or rely upon other health care professionals in performance hereunder.

**SECTION 7.3 Notices.** All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to have been given or delivered if either personally delivered or mailed by registered mail, return receipt requested, postage prepaid to the following addresses:

If to Physician: Chet M. Gentry, MD  
Address: \_\_\_\_\_  
\_\_\_\_\_

If to COUNTY: Denny Wayne Robinson, County Executive  
Address: \_\_\_\_\_  
\_\_\_\_\_

**SECTION 7.4 Entire Agreement of the Parties.** This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Physician and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statements, or promise not contained in this Agreement shall be valid or binding.

**SECTION 7.5 Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way thereby.

**SECTION 7.6 Attorney's Fees.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party with be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

**SECTION 7.7 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Tennessee.

**SECTION 7.8 Binding Effect.** This Agreement and all of the terms and conditions hereof shall be binding upon and inure to the benefit of each of the parties hereto and their respective heirs, successors and assigns.

**SECTION 7.9 Headings.** The headings contained in this Agreement are for convenience only and shall in no manner be construed as a part of this Agreement.

**SECTION 7.10 Compliance with Law.** The parties hereto acknowledge and stipulate that the compensation amounts set forth herein do not exceed the fair market value of the services rendered, were reached in arms length negotiations, and do not take into account nor are they based in any way upon the volume or value of any referrals between the parties.

**SECTION 7.12 HIPAA Compliance.** Physician agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements." The Physician agrees not to use or further disclose any Protected Health Information, other than as permitted by HIPAA Requirements and the terms of this Agreement. The parties will respectively make their internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the appropriate governing authority to the extent required for determining compliance with the HIPAA Requirements.

The written Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties.

EXECUTED on this \_\_\_\_ day of \_\_\_\_\_, 2016.

**COUNTY**

**PHYSICIAN**

\_\_\_\_\_  
Denny Wayne Robinson  
White County Executive

\_\_\_\_\_  
Chet M. Gentry, M.D.

Reviewed By Legal Counsel As to Form

\_\_\_\_\_  
John M, Meadows, County Attorney

\_\_\_\_\_  
Date

# White County, Tennessee

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## **Steering A Committee Meeting**

Date: 6/13/2016

Time: 5:30pm

Location: White County Courthouse

The White County Steering Committee A met on Monday, June 13<sup>th</sup>, 2016 at the White County Courthouse. Members present were Stanley Neal, Karen Lafever, Diana Haston, Dale Bennett, Bruce Null, Bruce Frasier and Harold England. Also present were Denny Wayne Robinson, Peter Ferguson, and Derek Dale.

There being a quorum present, the meeting was called to order by Chairman Stanley Neal and prayer was led by Karen Lafever.

Mr. Neal asked for approval of the minutes from the previous meeting. Harold England made a motion and Karen Lafever seconded the motion to approve the minutes as presented. The motion was approved.

### **Report from Parks/Rec Advisory Board:**

There was no report due to there being no meeting by Parks/Rec Advisory Board.

### **Fall Girls Softball League – Derek Dale**

There was a discussion on the need of the Fall Girls' Softball League to use the baseball fields and facilities (lights/bathrooms) to practice this summer. Committee members advised they would need to work around Little League's use of the fields and Michael Hayes' tournaments. Denny Wayne Robinson advised Mr. Dale would be allowed to get the key from his office. All members approved.

### **"Baseball Fundamentals" Camp – Peter Ferguson**

Mr. Ferguson requested the use of one baseball field to have a three-day camp to work with children one-on-one improving their baseball pitching skills and possibly batting skills as well. Mr. Ferguson advised there would be a fee for the camp, but this would be a non-profit event and proceeds would go to Little League. There were questions regarding liability and insurance, and Bruce Frasier requested to see the insurance policy from Mr. Ferguson covering the event. A motion was made by Bruce Null and seconded by Diana Haston allowing Mr. Ferguson to use the field for the camp. The motion was approved.

## White County, Tennessee

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### Old Business:

There was discussion by members regarding the Parks & Recreation Board's leadership and lack of meeting and handling projects as needed. Members discussed the possibility of replacing Susan Barlow as Chairman of the Parks and Recreation Board due to her lack of time and ability to handle said position. Stanley Neal advised he would contact Ms. Barlow to discuss the matter.

### New Business:

There was discussion regarding the need for repair of the outdoor basketball courts at the White County High School. Denny Wayne Robinson advised they could obtain bids for the cost of repair to the courts. A motion was made by Bruce Frasier and seconded by Diana Haston to obtain bids regarding sealing and striping the courts. The motion was approved.

There being no further business, Bruce Frasier made a motion and Harold England seconded the motion to adjourn. The motion was approved.

Next meeting will be July 11, 2016, at 5:30 pm.

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Chairman, Steering Committee A

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Secretary, Steering Committee A

# White County, Tennessee

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## **Steering B Committee Meeting**

Date: 6/13/2016

Time: 5:30pm

Location: White County Courthouse

The White County Steering Committee B met on Monday, June 13<sup>th</sup>, 2016, at the White County Courthouse. Members present were Matt McBride, Cain Rogers, Terry Alley, Russell Gooch and BK Luna. Also present were Denny Robinson, Chad Marcum and Mike Kerr. Absent was David Copeland and Mack Johnson.

There being a quorum present, the meeting was called to order by Chairman McBride and prayer was led by Russell Gooch

Mr. McBride asked for approval of the minutes from the previous meeting. Cain Rogers made a motion and BK Luna seconded the motion to approve the minutes as presented. The motion was approved.

Finance Director, Chad Marcum discussed a resolution regarding Cooperative Purchasing Agreements. This resolution will allow the county to obtain competitive pricing for goods and services that can lead to significant savings of taxpayer funds. Terry Alley made a motion and Russell Gooch seconded the motion to send resolution to full court. All members present voted in favor. Motion approved

Mr. McBride asked the committee for any Old Business:

Mr. McBride presented the committee with a copy of a resolution Putnam County adopted regarding the health and safety standards of residential and non-residential properties. He ask the committee to review the resolution and bring their input to next month's committee meeting.

Commissioner BK Luna discussed a situation regarding property located at 260 Olen Rd. Commissioner Luna states that the property owners have been told by two different surveyors they are not allowed to build due to a road issue. Commissioner Luna ask County Executive to look into the situation and let him know what he finds out.

Mr. McBride asked the committee for any new business: There was none.

## White County, Tennessee

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There being no further business, BK Luna made a motion and Cain Rogers seconded the motion to adjourn. The motion was approved.

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Chairman, Steering Committee B

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Secretary, Steering Committee B



## WHITE COUNTY, TENNESSEE

### RESOLUTION NO. 48-06-2016

#### AUTHORIZING EXECUTION OF COOPERATIVE PURCHASING AGREEMENTS

**WHEREAS**, cooperative purchasing agreements allow for multiple governmental entities to leverage their combined purchasing power to obtain lower, volume based pricing, AND

**WHEREAS**, access to lower pricing for goods and services can lead to significant savings of taxpayer funds, AND

**WHEREAS**, T.C.A. § 12-3-1205 authorizes counties to participate in, sponsor, conduct, or administer both in-state and out-of-state cooperative purchasing agreements for the procurement of certain supplies, services, and equipment, AND

**WHEREAS**, T.C.A. § 12-3-1205 also specifies that master agreements of out-of-state cooperatives must be approved by the local legislative body.

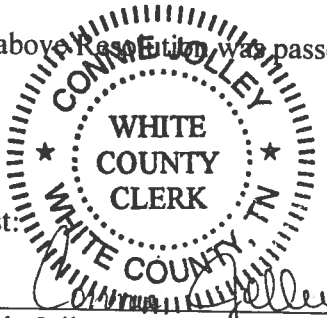
**NOW, THEREFORE BE IT RESOLVED**, by the White County Legislative Body, meeting in regularly scheduled session that: The Director of Finance be authorized to execute the cooperative purchasing enrollment agreements with Houston-Galveston Area Council, The Cooperative Purchasing Network/Texas Region 4 Education Service Center, and National Cooperative Purchasing Alliance/Texas Region 14 Education Service Center, all of which are out-of-state nationwide purchasing cooperatives.

Motion made by Russell Gorch and seconded by Stanley Neal  
that the above resolution be adopted.

On roll call, the vote was recorded as follows:

AYES: 11  
NAYES: 0

The above Resolution was passed on the 20th day of June, 2016.

Attest:   
Connie Jolley  
Connie Jolley, County Clerk

Terry Alley  
TERRY ALLEY, Chairman of the  
White County Legislative Body

Approved the 20th day of June, 2016.

Denny Wayne Robinson  
DENNY WAYNE ROBINSON, County Executive





## INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC

No.: \_\_\_\_\_

Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and \*

\_\_\_\_\_, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at \*

### WITNESSETH

**WHEREAS**, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

**WHEREAS**, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

**WHEREAS**, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

**WHEREAS**, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on \* \_\_\_\_\_ (Date), and that it desires to contract with H-GAC on the terms set forth below;

**NOW, THEREFORE**, H-GAC and the End User do hereby agree as follows:

#### **ARTICLE 1: LEGAL AUTHORITY**

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

#### **ARTICLE 2: APPLICABLE LAWS**

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

#### **ARTICLE 3: WHOLE AGREEMENT**

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

#### **ARTICLE 4: PERFORMANCE PERIOD**

The period of this Contract shall be for the balance of the fiscal year of the End User, which began \* \_\_\_\_\_ and ends \* \_\_\_\_\_. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

#### **ARTICLE 5: SCOPE OF SERVICES**

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through [HGACBuy.com](http://HGACBuy.com) and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

**\*Request for Information**

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to [cpcontractfax@h-gac.com](mailto:cpcontractfax@h-gac.com) or by faxing it to 713-993-2424. The contract may also be mailed to:

**H-GAC Cooperative Purchasing Program**  
**P.O. Box 22777, Houston, TX 77227-2777**

Name of End User Agency: \_\_\_\_\_ County Name: \_\_\_\_\_  
(Municipality/County/District/etc.)

Mailing Address: \_\_\_\_\_  
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number: ( ) FAX Number: ( )

Physical Address: \_\_\_\_\_  
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: \_\_\_\_\_

Official Contact: \_\_\_\_\_  
(Point of Contact for HGACBuy Interlocal Contract)

Mailing Address: \_\_\_\_\_  
(Street Address/P.O. Box)  
(City) (State) (ZIP Code)

Title: \_\_\_\_\_  
Ph No.: ( ) - \_\_\_\_\_  
Fx No. : ( ) - \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Authorized Official: \_\_\_\_\_  
(Mayor/City Manager/Executive Director/etc.)

Mailing Address: \_\_\_\_\_  
(Street Address/O.O. Box)  
(City) (State) (ZIP Code)

Title: \_\_\_\_\_  
Ph No.: ( ) - \_\_\_\_\_  
Fx No. : ( ) - \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Official Contact: \_\_\_\_\_  
(Purchasing Agent/Auditor etc. )

Mailing Address: \_\_\_\_\_  
(Street Address/O.O. Box)  
(City) (State) (ZIP Code)

Title: \_\_\_\_\_  
Ph No.: ( ) - \_\_\_\_\_  
Fx No. : ( ) - \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Official Contact: \_\_\_\_\_  
(Public Works Director/Police Chief etc.)

Mailing Address: \_\_\_\_\_  
(Street Address/O.O. Box)  
(City) (State) (ZIP Code)

Title: \_\_\_\_\_  
Ph No.: ( ) - \_\_\_\_\_  
Fx No. : ( ) - \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Official Contact: \_\_\_\_\_  
(EMS Director/Fire Chief etc. )

Mailing Address: \_\_\_\_\_  
(Street Address/O.O. Box)  
(City) (State) (ZIP Code)

Title: \_\_\_\_\_  
Ph No.: ( ) - \_\_\_\_\_  
Fx No. : ( ) - \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**\* denotes required fields**

#### **ARTICLE 6: PAYMENTS**

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

#### **ARTICLE 7: CHANGES AND AMENDMENTS**

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

#### **ARTICLE 8: TERMINATION PROCEDURES**

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

#### **ARTICLE 9: SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

#### **ARTICLE 10: FORCE MAJEURE**

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

#### **ARTICLE 11: VENUE**

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

#### **THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:**

\*  
\_\_\_\_\_  
Name of End User (*local government, agency, or non-profit corporation*)

\*  
\_\_\_\_\_  
Mailing Address

\*  
\_\_\_\_\_  
City State ZIP Code

\*By: \_\_\_\_\_  
Signature of chief elected or appointed official

\*  
\_\_\_\_\_  
Typed Name & Title of Signatory Date

#### ***Houston-Galveston Area Council***

3555 Timmons Lane, Suite 120, Houston, TX 77027

By \_\_\_\_\_  
Executive Director

Attest: \_\_\_\_\_  
Manager

Date: \_\_\_\_\_

*\*Denotes required fields*



This TCPN Cooperative Purchasing Membership Agreement will allow a Member Agency to purchase commodities and/or services, from any and all TCPN Official Contract Holders, under the same terms, conditions and price as stated in each awarded contract. It is hereby agreed to by TCPN and the Member Agency that:

1. TCPN has followed procurement procedures for products and/or services offered by this Agreement in accordance with TCPNs governing procurement statutes and regulations.
2. It is the sole responsibility of each Member Agency to follow their state procurement statutes as it pertains to cooperative purchasing, or joint power agreements, with in-state or out-of-state public agencies.
3. TCPN makes their cooperative purchasing contracts available to Member Agencies "as is," and is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of the Member Agency.
4. The use of each contract by the Member Agency shall adhere to the terms and conditions of the TCPN contract, including the order placement procedures provided by each Official Contract Holder.
5. It is the sole responsibility of the Member Agency to accept delivery of products and/or services, and the Member Agency hereby agrees to make timely payments to each Official Contract Holder for products and/or services received pursuant to this Agreement. Any dispute which may arise between the Member Agency and the Official Contract Holder are to be resolved between the Member Agency and the Official Contract Holder. TCPN will make every effort to facilitate a favorable remedy for both parties.
6. This Agreement incorporates all Agreements, covenants and understandings between TCPN and the Member Agency. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by written revision or addendum executed by both parties.
7. This Agreement between TCPN and the Member Agency shall be presided over by TCPN governing law and jurisdiction, and shall become effective immediately and remain in effect unless terminated by either party with thirty (30) days written notice to the other party. Any such notice shall be sent to the address listed below.

I HAVE READ AND AGREE TO THE TCPN COOPERATIVE PURCHASING MEMBERSHIP AGREEMENT TERMS AND CONDITIONS.

---

Authorized Agent's Signature

Date: \_\_\_\_\_

Member Agency: \_\_\_\_\_

Department Name: \_\_\_\_\_

Agency Type: \_\_\_\_\_

Federal EIN/TIN: \_\_\_\_\_  
ex. 123456789 (no dash)

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State/Territory: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_  
ex. 123-456-7890

Fax: \_\_\_\_\_  
ex. 123-456-7890

Email: \_\_\_\_\_

How did you hear about us?  
Please take a moment to tell us where you heard about TCPN.  
*If it was at a conference, from a vendor, in a magazine, or another TCPN  
member, please give us the specific name.*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# INTERLOCAL AGREEMENT

## Region 4 Education Service Center

### Contracting Parties

\_\_\_\_\_  
School District or Public Entity

\_\_\_\_\_  
County-District Number

Region 4 Education Service Center

101 - 950  
County-District Number

This agreement is effective \_\_\_\_\_ and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This agreement may be terminated with or without cause by either party upon (60) days prior written notice, or may also be terminated for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

### Statement of Services to be Performed:

Authority for such services is granted under Government Code, Title 7, Chapter 791 Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102. The purpose of this cooperative is to obtain substantial savings for member school districts and public entities through volume purchasing.

### Role of the Purchasing Cooperative:

1. Provide for the organizational and administrative structure of the program.
2. Provide staff time necessary for efficient operation of the program.
3. Receive quantity requests from entities and prepare appropriate tally of quantities.
4. Initiate and implement activities related to the bidding and vendors selection process.
5. Provide members with procedures for ordering, delivery, and billing.
6. Fully comply with all applicable state rules and regulations related to competitive procurement and cooperative purchasing in the State of Texas.

### Role of the Member School District or Public Entity:

1. Commitment to participate in the program as indicated by an authorized signature in the appropriate space below.
2. Designate a contact person for the cooperative.
3. Commit to purchase products and services that become part of the official products and services list when it is in the best interest of the member entity.
4. Prepare purchase orders issued to the appropriate vendor from the official award list provided by the Purchasing Cooperative.

5. Issue any and all contracts, purchase orders, or other applicable authorizations for purchase (Purchase Orders) made on behalf of TCPN vendors. This agreement, however, does not obligate Member to purchase any commodities and/or services under any TCPN contract.
6. Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.
7. Pay vendors in a timely manner for all goods and services received.

#### **General Provisions**

1. The parties agree to comply fully with all applicable federal statutes, rules and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.
2. It is the sole responsibility of each Member Agency to follow their state procurement statutes as it pertains to cooperative purchasing, or joint power agreements, with in-state or out-of-state public agencies.
3. This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of Region 4 ESC are located, which is Harris County, Texas.
4. If any term(s) or provisions of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.
5. Before any party may resort to litigation, any claims, disputes or other matters in questions between the Parties to this Agreement shall be submitted to nonbinding mediation.
6. No party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees and agents as a result of this agreement being executed or the performance of the functions and obligations describe herein.
7. This Agreement incorporates all agreements, covenants and understandings between the parties concerning subject matter in the Agreement. No prior agreement of understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this agreement.
8. TCPN makes the contract available to the Member "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any other requirements of the contract for the benefit of the Member.
9. Region 4 ESC may amend this Agreement, provided that written notice is given to the Member no less than 60 days prior to the date that the change will take effect.
10. All forms of written notice, under this agreement, shall be made by first class mail, postage prepaid and delivered to the parties of the agreement.
11. Member agrees to cooperate in compliance with any reasonable request for information and/or records made by the Cooperative. Breach of this provision may be grounds for termination after 10 days written notice to the Member.

## Authorization

By execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

### School District or Public Entity

By \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Title of Contact

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Contact's Telephone Number

\_\_\_\_\_  
E-mail Address

### Region 4 Education Service Center

By \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Region 4 ESC Chief Financial Officer  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
robert.zingelmann@esc4.net  
Email Address





## **Master Intergovernmental Cooperative Purchasing Agreement**

This agreement is made between a government agency that executes a Lead Agency Certificate ("Lead Agency") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register electronically with National Cooperative Purchasing Alliance ("NCPA") or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

### **Recitals**

**WHEREAS**, after a competitive solicitation and selection process by Lead Agency, in compliance with their own policies, procedures, rules and regulations, a number of Vendors have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

**WHEREAS**, Master Agreements are made available by Lead Agency through NCPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Lead Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

**NOW, THEREFORE**, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Vendor for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Lead Agency Certificate or Participating Public Agency Registration, as applicable.

# White County, Tennessee

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## **Solid Waste Committee Meeting**

Date: 6/13/16

Time: Immediately Following Steering Committee B

Location: White County Courthouse

The White County Solid Waste Committee met on Monday, June 13<sup>th</sup>, 2016 immediately following Steering Committee B at the White County Courthouse. Members present were Karen LaFever, Bruce Null, Terry Alley, Stanley Neal, Matt McBride, BK Luna and Diana Haston. Also present were Keith McCulley, Chad Marcum, Denny Robinson, Mike Kerr, Russell Gooch, Lucille Ball and David Merriman.

There being a quorum present, the meeting was called to order by Karen LaFever. Ms. LaFever asked for approval of the minutes from the previous meeting. Bruce Null made a motion and BK Luna seconded the motion to approve the minutes as presented. The motion was approved.

## **Directors Report:**

Landfill Director, Keith McCulley, reported that the hydraulic pump on the Bomag has gone out and they are working to repair it. He further reported that the Track Hoe has been down as well.

There was discussion on removing the wood bins from the convenience centers. Finance Director, Chad Marcum stated we would be ready to receive payments at the landfill on July 1. Keith stated he still had some preparations to make however since the track hoe has been down, he has not been able to get them completed. County Executive states he is working on signs for the convenience centers. There was discussion regarding the need for extra roll-offs at the convenience centers. Keith states that yes, he would be placing extra household cans at the convenience centers once the wood bins are removed.

Discussion on convenience center hours for those centers that have only one employee. Several options were discussed. No action taken at this time.

There was discussion regarding some convenience center workers not helping residents with their trash as well as convenience center workers closing the gates about 10 minutes before closing. County Executive states he will address these issues.

## **Engineer's Report:**

Engineer not present to give report.

## White County, Tennessee

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**Chairman asked the committee for any old business:**

There was discussion regarding the search for a new engineer and the ongoing plans for the landfill.

**Chairman asked the committee for any new business:**

Lucille Ball, a resident of 3491 Bald Knob Mtn/Cummins Cove Rd. Doyle, TN, was present to address the committee. Although her address is Doyle, she is a Van Buren County resident. Her request was to pay the \$5.00 solid waste fee on her Caney Fork Electric Bill in order to use the convenience centers. Commissioner BK Luna addressed the committee and explained there was a resolution that specified White County could not receive any out of county trash. After a lengthy discussion, the committee denied Ms. Ball's request due to the fact she was a Van Buren County resident and a resolution had been passed specifically addressing out of county trash.

David Merriman, Red Kap convenience center worker addressed the committee regarding complaints he has been receiving at the convenience center.

There being no further business, Diana Haston made a motion and Matt McBride seconded the motion to adjourn. The motion was approved.

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Chairman, Solid Waste Committee

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Secretary, Solid Waste Committee

# White County, Tennessee

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## Budget Committee Meeting

Date: 05/17/2016

Time: 6:00pm

Location: White County Courthouse

The White County Budget Committee met on Tuesday, May 17, 2016 at 6:00pm at the White County Courthouse. Members present were Mr. Bruce Null, Mr. Stanley Neal, Mr. Terry Alley, Mr. Denny Wayne Robinson, and Mr. Cain Rogers. Also present was Mr. Chad Marcum.

There being a quorum present, the meeting was called to order by Mr. Null and a prayer was led by Mr. Null.

Mr. Null asked for approval of the minutes from the May 9, 2016 meeting. Mr. Alley made a motion and Mr. Rogers seconded the motion to approve the minutes as presented. The motion was approved.

The committee considered a School Federal Projects Fund budget amendment. Mr. Rogers made a motion and Mr. Neal seconded the motion to approve the amendment as presented. The motion was approved.

Mr. Marcum explained to the committee that he was notified by Mr. Al Klee that the county may be asked to contribute to the Upper Cumberland Veterans' Cemetery funding campaign within the next fiscal year budget cycle. Mr. Robinson indicated that the veteran's cemetery committee was actively evaluating property to locate the cemetery on.

The committee reviewed the following proposed budgets for fiscal year 2017: Solid Waste Disposal Fund, Drug Fund, Industrial Development Fund, General Fund, Highway/Public Works Fund, and General Debt Service Fund. Mr. Marcum explained that all of the budgets, as presented, were ready to be finalized by the committee. After much discussion, the committee asked Mr. Robinson to speak with Mr. Mike Kerr regarding the EMS budget and the requested EMT position. No formal action was taken on the budgets.

The committee discussed and tentatively scheduled the following presentation dates:

June 13, 2016 – 5:00pm: Work Session to present County and Highway budgets

June 13, 2016 – Following Solid Waste Committee: Normal Committee Meeting

June 14, 2016 – 6:00pm: Work Session to present School budgets

June 16, 2016: Publish Budget in the Expositor

June 27, 2016 – 6:00pm: Special Called Meeting of the County Commission to approve budget

There being no further business, Mr. Rogers made a motion and Mr. Neal seconded the motion to adjourn. The motion was approved.

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Chairman, Budget Committee

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Secretary, Budget Committee

# White County, Tennessee

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## **Budget Committee Meeting**

Date: 06/13/2016

Time: Following Solid Waste Committee

Location: White County Courthouse

The White County Budget Committee met on Monday, June 13, 2016 following the Solid Waste Committee at the White County Courthouse. Members present were Mr. Bruce Null, Mr. Stanley Neal, Mr. Terry Alley, Mr. Denny Wayne Robinson, and Mr. Cain Rogers. Also present was Mr. Chad Marcum, Mr. Russell Gooch, Mr. Mike Kerr, Ms. Karen LaFever, and Ms. Diana Haston.

There being a quorum present, the meeting was called to order by Mr. Null.

Mr. Null asked for approval of the minutes from the May 17, 2016 meeting. Mr. Rogers made a motion and Mr. Alley seconded the motion to approve the minutes as presented. The motion was approved.

The committee considered a General Fund line item budget amendment in the amount of \$312,928. Mr. Alley made a motion and Mr. Rogers seconded the motion to approve the amendment as presented. The motion was approved.

The committee considered a General Fund budget amendment in the amount of \$38,800 for health insurance reallocation. Mr. Rogers made a motion and Mr. Neal seconded the motion to approve the amendment as presented. The motion was approved.

The committee considered a General Fund budget amendment in the amount of \$52,888 for various appropriation reallocations. Mr. Robinson made a motion and Mr. Neal seconded the motion to approve the amendment as presented. The motion was approved.

The committee considered a Drug Control Fund line item budget amendment in the amount of \$5,000. Mr. Alley made a motion and Mr. Rogers seconded the motion to approve the amendment as presented. The motion was approved.

The committee considered a Highway/Public Works Fund line item budget amendment in the amount of \$30,610. Mr. Rogers made a motion and Mr. Alley seconded the motion to approve the amendment as presented. The motion was approved.

The committee considered a Highway/Public Works Fund budget amendment in the amount of \$42,995 for payroll accrual and benefits. Mr. Alley made a motion and Mr. Rogers seconded the motion to approve the amendment as presented. The motion was approved.

The committee considered a General Purpose School Fund line item budget amendment in the amount of \$107,739.70. Mr. Rogers made a motion and Mr. Neal seconded the motion to approve the amendment as presented. The motion was approved.

## White County, Tennessee

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The committee considered a General Purpose School Fund budget amendment in the amount of \$27,980 for homebound teaches and duel enrollment classes. Mr. Robinson made a motion and Mr. Alley seconded the motion to approve the amendment as presented. The motion was approved.

The committee considered several School Federal Projects Fund budget amendments. Mr. Neal made a motion and Mr. Alley seconded the motion to approve the amendments as presented. The motion was approved.

The committee considered a Central Cafeteria Fund budget amendment in the amount of \$345,100 for increased student participation. Mr. Neal made a motion and Mr. Alley seconded the motion to approve the amendment as presented. The motion was approved.

The committee considered a Solid Waste Disposal Fund line item budget amendment in the amount of \$80,600. Mr. Alley made a motion and Mr. Rogers seconded the motion to approve the amendment as presented. The motion was approved.

The committee considered a Solid Waste Disposal Fund budget amendment in the amount of \$332,000 to recognize closure/postclosure care cost liabilities. Mr. Rogers made a motion and Mr. Neal seconded the motion to approve the amendment as presented. The motion was approved.

Mr. Mike Kerr addressed the committee regarding the EMS budget for FY 2017. Mr. Kerr explained that an assistant who is also an EMT would be beneficial to the service as a whole. The committee took no formal action.

The committee agreed to defer approval of the county budgets until the school budgets were presented on June 14. The committee also discussed the budget passage timeline, but made no official decision.

There being no further business, Mr. Neal made a motion and Mr. Rogers seconded the motion to adjourn. The motion was approved.

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Chairman, Budget Committee

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Secretary, Budget Committee

# White County, Tennessee

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## Budget Committee Meeting

Date: 06/14/2016

Time: 6:00pm

Location: White County Courthouse

The White County Budget Committee met on Tuesday, June 14, 2016 at 6:00pm at the White County Courthouse. Members present were Mr. Bruce Null, Mr. Stanley Neal, Mr. Terry Alley, and Mr. Cain Rogers. Also present was Mr. Chad Marcum, Mr. Kurt Dronebarger, and Ms. Janet Webb. Absent was Mr. Denny Wayne Robinson.

There being a quorum present, the meeting was called to order by Mr. Null and a prayer was led by Mr. Marcum.

Mr. Null asked for approval of the minutes from the June 13, 2016 meeting. Mr. Rogers made a motion and Mr. Alley seconded the motion to approve the minutes as presented. The motion was approved.

Mr. Kurt Dronebarger, Director of Schools, presented the Board of Education fiscal year 2017 budgets as approved by the White County Board of Education on June 9, 2016. After discussion, Mr. Neal made a motion and Mr. Alley seconded the motion to approve the General Purpose School Fund, School Federal Projects Fund, and Central Cafeteria Fund budgets as presented. The motion was approved.

The committee considered the remaining fiscal year 2017 budgets. Mr. Alley made a motion and Mr. Neal seconded the motion to approve the General Fund, Industrial Development Fund, Drug Control Fund, Highway/Public Works Fund, General Debt Service Fund, and Solid Waste Disposal Fund budgets as presented. The motion was approved.

Mr. Marcum addressed the committee regarding the Courthouse and Jail Maintenance Fund which was established in November to account for excess state inmate revenues. Upon review of GASB Statement 54 and consultation with the Tennessee Comptroller's office, it was determined that the excess revenues are not considered restricted or committed and therefore cannot be the basis of the fund. Mr. Marcum presented the committee with a budget amendment which reverses the original budget passed in November for compliance with the accounting standards. After discussion, Mr. Rogers made a motion and Mr. Neal seconded the motion to approve the amendment as presented. The motion was approved.

The committee discussed when to hold a public hearing and to have the county commission vote on the fiscal year 2017 budget. After discussion, Mr. Neal made a motion and Mr. Alley seconded the motion to schedule both for July 18, 2016 to correspond with the regular commission meeting.

There being no further business, Mr. Neal made a motion and Mr. Rogers seconded the motion to adjourn. The motion was approved.

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Chairman, Budget Committee

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Secretary, Budget Committee

Motion was made by Commissioner Bruce Null and seconded by Commissioner Russell Gooch to approve resolution 49-06-2016, to amend FY 2016 Highway/Public Works Fund. Upon the roll being called the following voted.

YES	NO	ABSENT
MACK JOHNSON		DAVID COPELAND
RUSSELL GOOCH		MATT MCBRIDE
DALE BENNETT		CAIN ROGERS
HAROLD ENGLAND		
TERRY ALLEY		
STANLEY NEAL		
BRUCE NULL		
B K LUNA		
KAREN LAFEVER		
BRUCE FRASIER		
DIANA HASTON		

Motion was made by Commissioner Karen LaFever and seconded by Commissioner Diana Haston to approve resolution 50-06-2016, to amend FY 2016 Solid Waste Disposal Fund. Upon the roll being called the following voted.

YES	NO	ABSENT
TERRY ALLEY		CAIN ROGERS
HAROLD ENGLAND		MATT MCBRIDE
DALE BENNETT		DAVID COPELAND
RUSSELL GOOCH		
MACK JOHNSON		
DIANA HASTON		
BRUCE FRASIER		
B K LUNA		
KAREN LAFEVER		
BRUCE NULL		
STANLEY NEAL		

Motion was made by Commissioner Stanley Neal and seconded by Commissioner Diana Haston to approve resolution 51-06-2016, to amend FY 2016 Courthouse and Jail Maintenance Fund. Upon the roll being called the following voted.

YES	NO	ABSENT
DIANA HASTON		CAIN ROGERS
BRUCE FRASIER		DAVID COPELAND
B K LUNA		MATT MCBRIDE
KAREN LAFEVER		
BRUCE NULL		





## WHITE COUNTY, TENNESSEE

### RESOLUTION NO. 49-06-2016

### RESOLUTION TO AMEND FISCAL YEAR 2016 HIGHWAY/PUBLIC WORKS FUND

WHEREAS, the budget of White County is made a year in advance and is basically an estimate of revenues and expenditures that will be available and required for that year, AND

WHEREAS, at certain times revenues are received and appropriations required which were not budgeted nor anticipated in the making of the original budget document.

IT IS HEREBY RESOLVED to amend the budget to appropriate funds needed for fiscal year end payroll and benefit accruals:

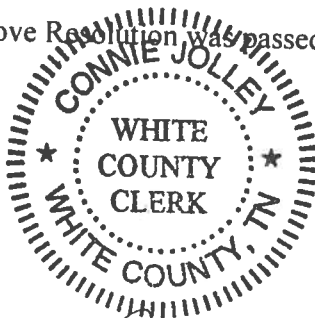
<u>Description</u>	<u>Account</u>	<u>Major Category</u>	<u>Line Item</u>	<u>Debit</u>	<u>Credit</u>
Decrease	39000	Unassigned Fund Balance		42,995	
Increase	61000-119	Administration	Accountants/Bookkeepers		568
Increase	61000-201	Administration	Social Security		36
Increase	61000-204	Administration	State Retirement		34
Increase	61000-212	Administration	Employer Medicare		9
Increase	62000-141	Hwy. and Bridge Maint.	Foremen		960
Increase	62000-144	Hwy. and Bridge Maint.	Equipment Operators - Heavy		1,800
Increase	62000-145	Hwy. and Bridge Maint.	Equipment Operators - Light		9,000
Increase	62000-201	Hwy. and Bridge Maint.	Social Security		730
Increase	62000-204	Hwy. and Bridge Maint.	State Retirement		687
Increase	62000-207	Hwy. and Bridge Maint.	Medical Insurance		29,000
Increase	62000-212	Hwy. and Bridge Maint.	Employer Medicare		171
				<u>42,995</u>	<u>42,995</u>

Motion made by Bruce Null and seconded by Russell Couch that the above resolution be adopted.

On roll call, the vote was recorded as follows:

AYES: 11  
NAYES: 0

The above Resolution was passed on the 20th day of June, 2016.



Attest:

Connie Jolley  
Connie Jolley, County Clerk

Terry Alley  
TERRY ALLEY, Chairman of the  
White County Legislative Body

Approved the 20th day of June, 2016.

Denny Wayne Robinson  
DENNY WAYNE ROBINSON, County Executive



## WHITE COUNTY, TENNESSEE

### RESOLUTION NO. 50-06-2016

#### RESOLUTION TO AMEND FISCAL YEAR 2016 SOLID WASTE DISPOSAL FUND

WHEREAS, the budget of White County is made a year in advance and is basically an estimate of revenues and expenditures that will be available and required for that year, AND

WHEREAS, at certain times revenues are received and appropriations required which were not budgeted nor anticipated in the making of the original budget document.

IT IS HEREBY RESOLVED to amend the budget to allow for the recognition of closure/postclosure liability expense at fiscal yearend and to appropriate funds to cover the purchase of rectangular compactor receivers:

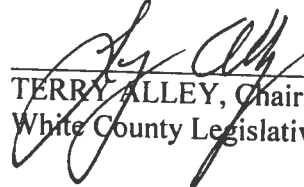
<u>Description</u>	<u>Account</u>	<u>Major Category</u>	<u>Line Item</u>	<u>Debit</u>	<u>Credit</u>
Decrease	39000	Unassigned Fund Balance		332,000	
Increase	55754-523	Landfill Operation and Maint.	Closure/Postclosure Care Costs		300,000
Increase	55754-733	Landfill Operation and Maint.	Solid Waste Equipment		32,000
				<u>332,000</u>	<u>332,000</u>

Motion made by Karen LaFever and seconded by Diana Haston that the above resolution be adopted.

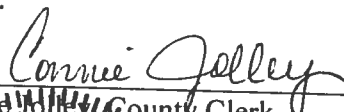
On roll call, the vote was recorded as follows:

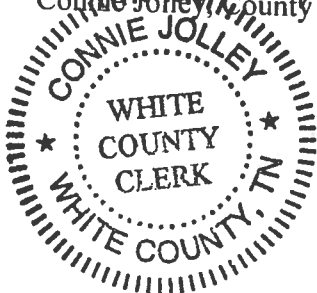
AYES: 11  
NAYES: 0

The above Resolution was passed on the 20th day of June, 2016.

  
TERRY ALLEY, Chairman of the  
White County Legislative Body

Attest:

  
Connie Jolley, County Clerk



Approved the 20th day of June, 2016.

  
DENNY WAYNE ROBINSON, County Executive



## WHITE COUNTY, TENNESSEE

### RESOLUTION NO. 51-06-2016 RESOLUTION TO AMEND FISCAL YEAR 2016 COURTHOUSE AND JAIL MAINTENANCE FUND

**WHEREAS**, Governmental Accounting Standards Board Statement 54 requires revenues of a special revenue fund to be either restricted or committed in nature, AND

**WHEREAS**, excess contracted prisoner boarding revenue as defined by the White County Legislative Body with resolution 85-11-2015 does not meet the criteria established by the Governmental Accounting Standards Board Statement 54 to be restricted or committed, AND

**WHEREAS**, it is in the best interest of White County to produce financial statements in compliance with Generally Accepted Accounting Principles.

**IT IS HEREBY RESOLVED** to amend the budget and close the Courthouse and Jail Maintenance Fund due to Governmental Accounting Standards Board Statement 54 considerations and to account for excess contracted prisoner boarding in the General Fund:

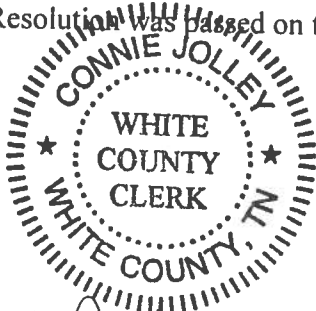
<u>Description</u>	<u>Account</u>	<u>Major Category</u>	<u>Line Item</u>	<u>Debit</u>	<u>Credit</u>
Decrease	46915	Contracted Prisoner Board			71,640
Decrease	51800-707	County Buildings	Building Improvements	70,640	
Decrease	58900-510	Miscellaneous	Trustee's Commission	1,000	
				<u>71,640</u>	<u>71,640</u>

Motion made by Stanley Neal and seconded by Diana Haston that the above resolution be adopted.

On roll call, the vote was recorded as follows:

AYES: 11  
NAYES: 0

The above Resolution was passed on the 20th day of June, 2016.



Attest:

Connie Jolley  
Connie Jolley, County Clerk

Terry Alley  
TERRY ALLEY, Chairman of the  
White County Legislative Body

Approved the 20th day of June, 2016.

Denny Wayne Robinson  
DENNY WAYNE ROBINSON, County Executive

YES  
STANLEY NEAL  
TERRY ALLEY  
HAROLD ENGLAND  
DALE BENNETT  
RUSSELL GOOCH  
MACK JOHNSON

NO

ABSENT

Motion was made by Commissioner Russell Gooch and seconded by Commissioner Bruce Null to approve resolution 52-06-2016, to amend FY 2016 General Fund. Upon the roll being called the following voted.

YES  
STANLEY NEAL  
BRUCE NULL  
KAREN LAFEVER  
B K LUNA  
BRUCE FRASIER  
DIANA HASTON  
MACK JOHNSON  
RUSSELL GOOCH  
HAROLD ENGLAND  
DALE BENNETT  
TERRY ALLEY  
CAIN ROGERS

NO

ABSENT  
CAIN ROGERS  
MATT MCBRIDE  
DAVID COPELAND

Motion was made by Commissioner Bruce Null and seconded by Commissioner Russell Gooch to approve resolution 53-06-2016, to amend FY 2016 General Fund. Upon the roll being called the following voted.

YES  
MACK JOHNSON  
RUSSELL GOOCH  
DALE BENNETT  
HAROLD ENGLAND  
TERRY ALLEY  
STANLEY NEAL  
BRUCE NULL  
B K LUNA  
KAREN LAFEVER  
BRUCE FRASIER  
DIANA HASTON

NO

ABSENT  
CAIN ROGERS  
MATT MCBRIDE  
DAVID COPELAND



## WHITE COUNTY, TENNESSEE

### RESOLUTION NO. 52-06-2016

### RESOLUTION TO AMEND FISCAL YEAR 2016 GENERAL FUND

**WHEREAS**, the budget of White County is made a year in advance and is basically an estimate of revenues and expenditures that will be available and required for that year, **AND**

**WHEREAS**, at certain times revenues are received and appropriations required which were not budgeted nor anticipated in the making of the original budget document.

**IT IS HEREBY RESOLVED** to amend the budget by reallocating funds between major categories to cover medical insurance expenses incurred during the fiscal year:

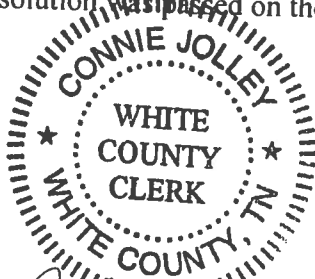
<u>Description</u>	<u>Account</u>	<u>Major Category</u>	<u>Line Item</u>	<u>Debit</u>	<u>Credit</u>
Decrease	58600-207	Employee Benefits	Medical Insurance	38,800	
Increase	52100-207	Accounting and Budgeting	Medical Insurance		800
Increase	52300-207	Property Assessor's Office	Medical Insurance		2,500
Increase	52400-207	County Trustee's Office	Medical Insurance		500
Increase	55110-207	Local Health Center	Medical Insurance		5,000
Increase	55130-207	Ambulance/EMS	Medical Insurance		15,000
Increase	55754-207	Landfill Operation and Maint	Medical Insurance		10,000
Increase	56500-207	Libraries	Medical Insurance		500
Increase	58300-207	Veteran's Services	Medical Insurance		4,000
Increase	58400-207	Central Maintenance	Medical Insurance		500
				<u>38,800</u>	<u>38,800</u>

Motion made by Russell Gooch and seconded by Bruce Null that the above resolution be adopted.

On roll call, the vote was recorded as follows:

AYES: 11  
NAYES: 0

The above Resolution was passed on the 20th day of June, 2016.



Attest:

Connie Jolley  
Connie Jolley, County Clerk

Terry Alley  
TERRY ALLEY, Chairman of the  
White County Legislative Body

Approved the 20th day of June, 2016.

Benny Wayne Robinson  
BENNY WAYNE ROBINSON, County Executive





## WHITE COUNTY, TENNESSEE

### RESOLUTION NO. 53-06-2016

### RESOLUTION TO AMEND FISCAL YEAR 2016 GENERAL FUND

**WHEREAS**, the budget of White County is made a year in advance and is basically an estimate of revenues and expenditures that will be available and required for that year, **AND**

**WHEREAS**, at certain times revenues are received and appropriations required which were not budgeted nor anticipated in the making of the original budget document.

**IT IS HEREBY RESOLVED** to amend the budget by reallocating funds between major categories to cover expenses incurred during the fiscal year and to recognize receipt of State of Tennessee Tobacco Settlement funding for the health department:

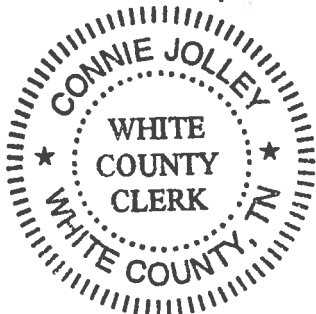
<u>Description</u>	<u>Account</u>	<u>Major Category</u>	<u>Line Item</u>	<u>Debit</u>	<u>Credit</u>
Decrease	58600-210	Employee Benefits	Unemployment Comp.	14,000	
Decrease	55731-425	Waste Pickup	Gasoline	6,750	
Increase	58400-412	Central Maintenance	Diesel Fuel		20,750
Decrease	56900-432	Other Soc., Cul., and Rec.	Library Books/Media	6,600	
Increase	56500-432	Libraries	Library Books/Media		6,600
Decrease	53100-719	Circuit Court	Office Equipment	500	
Increase	53900-399	Other Admin. of Justice	Other Contracted Services		500
Increase	46990	Other State Revenues		25,038	
Increase	55110-599	Local Health Center	Other Charges		25,038
				<u>52,888</u>	<u>52,888</u>

Motion made by Bruce Null and seconded by Russell Gwoh that the above resolution be adopted.

On roll call, the vote was recorded as follows:

AYES: 11  
NAYES: 0

The above Resolution was passed on the 20th day of June, 2016.



Attest:

Connie Jolley  
Connie Jolley, County Clerk

Terry Alley  
TERRY ALLEY, Chairman of the  
White County Legislative Body

Approved the 20th day of June, 2016.

Denny Wayne Robinson  
DENNY WAYNE ROBINSON, County Executive

Motion was made by Commissioner Stanley Neal and seconded by Commissioner Karen LaFever to approve resolution 54-06-2016, to amend FY 2016 General Purpose School Fund. Upon the roll being called the following voted.

YES	NO	ABSENT
TERRY ALLEY		CAIN ROGERS
HAROLD ENGLAND		DAVID COPELAND
DALE BENNETT		MATT MCBRIDE
RUSSELL GOOCH		
MACK JOHNSON		
DIANA HASTON		
BRUCE FRASIER		
B K LUNA		
KAREN LAFEVER		
BRUCE NULL		
STANLEY NEAL		

Motion was made by Commissioner Russell Gooch and seconded by Commissioner Karen LaFever to approve resolution 55-06-2016, to amend FY 2016 Central Cafeteria Fund. Upon the roll being called the following voted.

YES	NO	ABSENT
DIANA HASTON		CAIN ROGERS
BRUCE FRASIER		DAVID COPELAND
B K LUNA		MATT MCBRIDE
KAREN LAFEVER		
BRUCE NULL		
STANLEY NEAL		
TERRY ALLEY		
HAROLD ENGLAND		
DALE BENNETT		
RUSSELL GOOCH		
MACK JOHNSON		

Report of Purchasing Committee given by Commissioner Dale Bennett

Report of Beer Board given by Commissioner Bruce Frasier

Report of the Industrial Development Board given by County Executive Denny Wayne Robinson



## WHITE COUNTY, TENNESSEE

### RESOLUTION NO. 54-06-2016

#### RESOLUTION TO AMEND FISCAL YEAR 2016 GENERAL PURPOSE SCHOOL FUND

WHEREAS, the budget of White County is made a year in advance and is basically an estimate of revenues and expenditures that will be available and required for that year, AND

WHEREAS, at certain times revenues are received and appropriations required which were not budgeted nor anticipated in the making of the original budget document.

IT IS HEREBY RESOLVED to amend the budget to transfer funds needed for homebound teachers and for welding dual enrollment classes offered through TCAT Livingston:

Description	Account	Major Category	Line Item	Debit	Credit
Decrease	71100-116	Regular Education Program	Teachers	27,980	
Increase	71100-128	Regular Education Program	Homebound Teachers		2,000
Increase	72230-399	Vocational Education Program	Other Contracted Services		25,980
				<u>27,980</u>	<u>27,980</u>

Motion made by Stanley Nead and seconded by Karen LaFever that the above resolution be adopted.

On roll call, the vote was recorded as follows:

AYES: 11  
NAYES: 0

The above Resolution was passed on the 20th day of June, 2016.

  
TERRY ALLEY, Chairman of the  
White County Legislative Body

Attest:

  
Connie Jolley, County Clerk



Approved the 20th day of June, 2016.

  
BENNY WAYNE ROBINSON, County Executive



## WHITE COUNTY, TENNESSEE

### RESOLUTION NO. 55-06-2016

#### RESOLUTION TO AMEND FISCAL YEAR 2016 CENTRAL CAFETERIA FUND

**WHEREAS**, the budget of White County is made a year in advance and is basically an estimate of revenues and expenditures that will be available and required for that year, **AND**

**WHEREAS**, at certain times revenues are received and appropriations required which were not budgeted nor anticipated in the making of the original budget document.

**IT IS HEREBY RESOLVED** to amend the budget to recognize revenues and expenditures from school breakfast and lunch programs due to higher than anticipated participation rates:

<u>Description</u>	<u>Account</u>	<u>Major Category</u>	<u>Line Item</u>	<u>Debit</u>	<u>Credit</u>
Increase	43521	Lunch Payments - Children		9,000	
Increase	43522	Lunch Payments - Adults		8,000	
Increase	43523	Income from Breakfast		3,100	
Increase	47111	USDA School Lunch Program		29,000	
Increase	47113	Breakfast		260,000	
Increase	47112	USDA - Commodities		30,000	
Increase	47114	USDA - Other		6,000	
Increase	73100-336	Food Service	Maint. and Repair Svc. - Equipment		15,000
Increase	73100-422	Food Service	Food Supplies		150,000
Increase	73100-451	Food Service	Uniforms		100
Increase	73100-469	Food Service	USDA - Commodities		30,000
Increase	73100-499	Food Service	Other Supplies and Materials		20,000
Increase	73100-710	Food Service	Food Service Equipment		130,000
				<u>345,100</u>	<u>345,100</u>

Motion made by Russell Gouch and seconded by Karen LaFever that the above resolution be adopted.

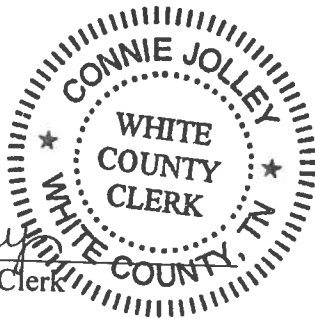
On roll call, the vote was recorded as follows:

AYES: 11  
NAYES: 0

The above Resolution was passed on the 20th day of June, 2016.

Attest:

Connie Jolley  
Connie Jolley, County Clerk



Terry Alley  
TERRY ALLEY, Chairman of the  
White County Legislative Body

Approved the 20th day of June, 2016.

Denny Wayne Robinson  
DENNY WAYNE ROBINSON, County Executive

# White County, Tennessee

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## **Purchasing Committee Meeting**

Date: 05/16/2016

Time: 5:30pm

Location: White County Courthouse

The White County Purchasing Committee met on Monday, May 16, 2016 at 5:30pm at the White County Courthouse. Members present were Mr. Dale Bennett, Mr. BK Luna, Mr. Denny Wayne Robinson, and Mr. Terry Alley. Also present was Mr. Chad Marcum.

There being a quorum present, the meeting was called to order by Mr. Bennett.

Mr. Bennett asked for approval of the minutes from the February 22, 2016 meeting. Mr. Luna made a motion and Mr. Alley seconded the motion to approve the minutes as presented. The motion was approved.

The committee considered approval of a bid from Jones Bros. Inc. in the amount of \$270,552.50 for a Tennessee ECD FIDP grant. Mr. Luna made a motion and Mr. Alley seconded the motion to approve the bid. The motion was approved.

There being no further business, Mr. Alley made a motion and Mr. Luna seconded the motion to adjourn. The motion was approved.

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Chairman, Purchasing Committee

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Secretary, Purchasing Committee

# White County, Tennessee

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## **Purchasing Committee Meeting**

Date: 06/13/2016

Time: Following Solid Waste Committee

Location: White County Courthouse

The White County Purchasing Committee met on Monday, June 13, 2016 following the Solid Waste Committee at the White County Courthouse. Members present were Mr. Dale Bennett, Mr. BK Luna, Mr. Denny Wayne Robinson, and Mr. Terry Alley. Also present was Mr. Chad Marcum.

There being a quorum present, the meeting was called to order by Mr. Bennett.

Mr. Bennett asked for approval of the minutes from the May 16, 2016 meeting. Mr. Luna made a motion and Mr. Alley seconded the motion to approve the minutes as presented. The motion was approved.

The committee considered approval of a bid from CHC Mechanical Contractors, Inc in the amount of \$172,000 for installation of A/C in the White County High School Gymnasium. Mr. Alley made a motion and Mr. Luna seconded the motion to approve the bid. The motion was approved.

The committee considered approval of a bid from Rogers Group, Inc. for asphalt for the White County Highway Department. Mr. Robinson made a motion and Mr. Luna seconded the motion to approve the bid. The motion was approved.

The committee considered approval of a bid from Rogers Group, Inc. for crushed stone for the White County Highway Department. Mr. Luna made a motion and Mr. Alley seconded the motion to approve the bid. The motion was approved.

The committee considered approval of a bid from Hudson Materials Company for roadway oil for the White County Highway Department. Mr. Alley made a motion and Mr. Luna seconded the motion to approve the bid. The motion was approved.

The committee considered approval of a bid from Southern Pipe Supply for metal pipe for the White County Highway Department. Mr. Luna made a motion and Mr. Robinson seconded the motion to approve the bid. The motion was approved.

The committee considered approval of a bid from Volunteer Highway Supply for roadway marking for the White County Highway Department. Mr. Luna made a motion and Mr. Robinson seconded the motion to approve the bid. The motion was approved.

There being no further business, Mr. Luna made a motion and Mr. Alley seconded the motion to adjourn. The motion was approved.

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Chairman, Purchasing Committee

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Secretary, Purchasing Committee

Official Document

*These minutes are not final until approved at next committee meeting.*

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# White County, Tennessee

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## Beer Board Meeting

Date: 06/01/2016

Time: 6:00pm

Location: White County Courthouse

The White County Beer Board met on Wednesday, June 1<sup>st</sup>, 2016 at 6:00pm at the White County Courthouse. Members present were Raymond England, Dale Bennett and Bruce Frasier. Also present were Jerry Roberts from Roberts Family Diner, County Attorney John Meadows, County Executive, Denny Robinson, Andy Alley and his attorney Elizabeth McDonald, several representatives from Calfkiller Brewing Co., and several visitors.

There being a quorum present, the meeting was called to order by Chairman Frasier.

Mr. Frasier asked for approval of the minutes from the previous meeting. Mr. Bennett made a motion and Mr. England seconded the motion to approve the minutes as presented. The motion was approved.

Mr. Frasier asked if all members had time to read over the application for Roberts Family Diner and if there was any discussion? There were no questions. At that time Mr. Bennett moved to approve the on and off premises Beer Permit for Roberts Family Diner. Mr. England seconded. At that time Mr. Frasier asked for roll call vote, Dale Bennett - yes; Harold England - yes; Bruce Frasier - yes. Permit was approved.

Mr. Frasier asked if all members had time to read over the application for on and off premises beer permit for Calfkiller Brewing Co. and then opened the floor for discussion. After a lengthy discussion with all parties, including Mr. Alley, Elizabeth McDonald and John Meadows, as well as review of the application submitted, the beer board requested Calfkiller Brewing Co. to submit a new application that corresponded with their most recent survey. The next meeting is scheduled for June 22<sup>nd</sup> at 6:00pm.

Mr. Frasier asked the committee for any old business. There was none.

Mr. Frasier asked the committee for any new business. There was none.

The next scheduled meeting will be June 22<sup>nd</sup> at 6:00pm.

There being no further business.

Mr. Bennett made a motion and Mr. England seconded the motion to adjourn. The motion was approved.

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Chairman, Beer Board

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Secretary, Beer Board

**MINUTES FOR THE WHITE COUNTY  
INDUSTRIAL DEVELOPMENT BOARD MEETING  
THURSDAY MAY 26, 2016**

The meeting was called to order on Thursday, May 26, 2016 at 5:00 p.m. A quorum was present with seven (7) of the ten (10) members of the Board being in attendance.

The following members were present:

Rodger McCann  
Jim Sorrell  
Robert Verble  
Hoyt Jones  
Mike Prater  
Kenneth Broyles  
Sylvia Kennedy

The following members were absent:

Gary Peterson  
Ben Holland  
Kenny Crouch

Also present at the meeting was:  
County Executive – Denny Wayne Robinson  
County Commissioner – Russell Gooch  
County Commissioner – Karen LaFever  
County Finance Director – Chad Marcum  
County Attorney – John Meadows.

With a quorum being present, Chairman Roger McCann called the meeting to order. The first order of business was approval of the minutes from the meeting which occurred on Thursday, April 28, 2016. Kenneth Broyles made a motion to approve the minutes as written. Motion was seconded by Sylvia Kennedy. The minutes from the April 28, 2016, Industrial Development Board Meeting were approved unanimously by the board.

The next item of business on the Agenda was a report from the Chairman. Chairman, Rodger McCann reported that he had recently attended a board meeting of the Upper Cumberland Development District approximately one (1) week ago. He met some of the representatives of the ECD and received some updates and indicated that it was a very interesting meeting. In addition, he indicated that he had the opportunity to tour the new facility at the Academy Sports complex. He indicated that it was a 1.7 million square foot building, that there were thirty seven (37) acres under roof, that the building was built big enough for expansion in the future, that there were over two hundred (200) loading docks, that Academy Sports was pleased with the work force so far, and that they had up to approximately four hundred (400) employees at present. Mr. McCann indicated that this could benefit White County in the future as well as the whole Upper Cumberland area.

The next items on the agenda were updates on Project Charger and Project Pinnacle at the Airport Industrial Park. County Executive, Denny Wayne Robinson, reported that he had been in contact with Thad Drake, the representative of Bill Hall, concerning a pay off on the Speculative Building. He reported that Project Charger has indicated an interest in purchasing the whole Industrial Park. He also discussed an issue with Project Pinnacle and the section of property that they wish to start their business on. Mr. Robinson indicated that the executive from Project Pinnacle as well as the executive from Project Charger met last week to discuss both parties being able to pursue their interest in the White County Industrial Park. Denny Wayne Robinson recommended that the White County Industrial Board table the proposal by Mr. Bill Hall concerning the Speculative Building pending a special called meeting of the White County Commission that will be addressing the payoff on the Speck building as well as purchasing an additional ten (10) acres presently belonging to the Anderson's that adjoins the White County Industrial Park and then transferring all of the property from White County to the Industrial Development Board for purposes of completing the transaction of Project Charger.

Denny Wayne Robinson reported that it was estimated that Project Charger would be paying approximately 1.3 million dollars for all of the Industrial Park, including the additional ten (10) acres that the County anticipates acquiring. That would include approximately five hundred eighty-six thousand (\$586,000.00) for the Speck building, as well as a couple hundred thousand for the Anderson property.

In addition, Denny Wayne Robinson talked about the property evaluation program, stated that he had applied for a grant and received it, however, seventy (70) percent of the property available for Industry Development will no longer exist should the transaction with Project Charger and Project Pinnacle take place. At this point in time board member, Sylvia Kennedy, made a motion to table the deal with Mr. Bill Hall concerning the Speculative building until the County Commission acted with a regard to the conveyance of property as previously discussed and pending securing the deal with Project Charger. The motion was seconded by board member, Kenneth Broyles. All board members present voted in favor of same, therefore motion passed unanimously.

The next item on the agenda was an update from Chad Marcum on insurance for the Industrial Development Board. He went over the specifics of the insurance. Board member, Hoyt Jones, made a motion to accept the insurance that had been secured by Mr. Marcum. The motion was seconded by Sylvia Kennedy. All board members voted in favor thereof, therefore it passed unanimously.

At this point in time, the board member Mike Prater, made a motion that the Industrial Development Board recess until next Thursday, June 2, 2016, at 6:00 pm, to revisit the issue with Project Pinnacle and Project Charger to see how the County Commission acts. The motion was seconded by Board member, Hoyt Jones. All board members in attendance voted in favor thereof, therefore the motion to recess passed unanimously. The White County Industrial Board will reconvene on Thursday, June 2, 2016, at 6:00 pm, for any further action that needs to be taken.

With a quorum being present on June 2, 2016, Chairman McCann reconvened the White County Industrial Development board. Members present were Rodger McCann, Robert Verble, Mike Prater, Kenneth Broyles, Sylvia Kennedy, and Kenny Crouch.

Chairman McCann updated the Board on the actions taken by the County Commission in the special called meeting on June 1, 2016 and presented the contract for sale of the industrial park for approximately \$1,225,000.00, amount may vary slightly depending on acreage in survey, to Project Charger. Motion made by Sylvia Kennedy and seconded by Mike Prater to enter into sales contract with Project Charger (Buyer) and allow Chairman McCann to sign the contract on behalf of White County Industrial Development Board (Seller). All members present voted in favor of motion. Motion passed. There being no further business, motion by Sylvia Kennedy and seconded by Kenny Crouch to adjourn, motion approved.

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ROGER MCCANN, Chairman

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JOHN M. MEADOWS, Secretary

Motion was made by Commissioner Diana Haston and seconded by Commissioner Russell Gooch to spread on minutes; all committee reports. Chairman Alley called for a voice vote, all members in favor of said motion.

Motion was made by Commissioner Russell Gooch and seconded by Commissioner Karen LaFever to approve the following notaries: Shane Green, Tammie Wilson, Ross Cardwell, Kyle Hazel, Debby McCulley, Shannon Gooch. Chairman Alley called for a voice vote, all members in favor of said motion.

Recognition of Members from Audience: None

Old Business: None

New Business:

Chairman Alley was relaying a message from Stephanie at the Animal Shelter, that she appreciates the County Commission and is pleased with all the team work.

Motion was made by Commissioner Diana Haston and seconded by Commissioner Harold England to adjourn. Chairman Alley called for a voice vote, all members in favor of said motion.